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CERTIFICATION

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INTERSTATE COMMERCE COMMISSION

State of Minnesota )

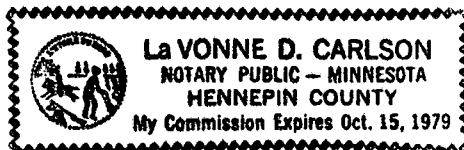
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County of Hennepin )

I hereby certify that the attached is a true and correct copy of an original Equipment Lease between IDS Leasing Corporation as Lessor and Illinois Central Railroad Company as Lessee, executed on the 22nd day of May, 1972.

March 1, 1973

La Vonne D. Carlson





# EQUIPMENT LEASE

Investors Building - Eighth and Marquette  
Minneapolis, Minnesota 55402 - Phone: (612) 372-3131

Lessor  
IDS LEASING CORPORATION

Lease No. 1004564302

Lessee: Illinois Central Railroad Company

Address: 135 E. 11th Place, Chicago, Illinois 60605

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the equipment set forth hereinbelow, upon the terms and conditions hereinafter set forth. Lessee may from time to time lease additional equipment from Lessor as mutually agreed by Lessee's execution and Lessor's acceptance of additional "Equipment Lease" agreement.

2. The equipment leased hereunder is as follows:

MAKE - DESCRIPTION	MODEL NO.	SERIAL NO.
1- VACTOR MOUNTED ON F.W.D. CRANE CARRIER WITH RAIL WHEELS S/N C80752, as PER ATTACHED SCHEDULE "A" HEREBY REFERENCED AND MADE A PART OF THIS LEASE.		
*ALSO SEE ATTACHED SCHEDULE "B" HERETO AND MADE A PART HEREOF PERTAINING TO CANCELLATION RIGHTS.		

Address of installation Same as above

3. Lessee shall pay Lessor at the office of Lessor in Minneapolis, Minnesota or at such other place as Lessor may hereinafter designate, the sum of \$ 1,346.71 per month, commencing February 28, 19 73 and on the 30th day of each and every consecutive month thereafter, for a period of 60 months, the lease term hereunder. The first ~~and last~~ Only payment in the amount of \$ 1,346.71 being payable at time of signing this Agreement.

4. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. Lessee has made the selection of the above equipment based upon his own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR THE OPERATION THEREOF.

This Lease Agreement consisting of the foregoing AND THE REVERSE SIDE HEREOF correctly sets forth the entire Agreement between Lessor and Lessee. No agreements or understandings shall be binding on either of the parties hereto unless specifically set forth in this Agreement. The term "Lessee" as used herein shall mean and include any and all lessees who sign hereunder, each of whom shall be jointly and severally bound thereby. and the exhibits hereto ALP

Executed this 22nd day of May, 19 72.

By execution hereof, the signer hereby certifies that he has read this Agreement INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this lease on behalf of Lessee.

LESSEE:

Illinois Central Railroad Company

By A. L. Sams  
Authorized Signature and Title  
**VICE PRESIDENT AND CHIEF ENGINEER**

LESSOR:

IDS LEASING CORPORATION

By [Signature]  
nd Title

LESSOR'S COPY. Except as provided

THIS LEASE

reverse side hereof

(Continued from reverse side hereof)

5. No right, title or interest in the leased equipment shall pass to Lessee other than, conditioned upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use the leased equipment for the full lease term. Plates or markings may be affixed to or placed on said equipment indicating Lessor is the owner. Said equipment shall always remain and be deemed personal property even though said equipment may hereafter become attached or affixed to realty.

6. Lessee agrees to comply with all laws, regulations and orders relating to this lease and to pay all license fees, assessments and sales, use, property, excise and other taxes now or hereafter imposed by any governmental body or agency upon any equipment leased hereunder, or the use thereof, and to assume the risk of liability arising from or pertaining to the possession, operation or use of such leased equipment. Lessee does hereby agree to indemnify, hold safe and harmless from and against and covenants to defend Lessor against any and all claims, costs, expenses, damages and liabilities, arising from or pertaining to the use, possession or operation of such leased equipment. Any fees, taxes or other lawful charges paid by Lessor, upon failure of Lessee to make such payments, shall at Lessor's option become immediately due from Lessee to Lessor.

7. Lessee agrees not to sell, assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien upon or against any interest in this Agreement or the equipment leased hereunder or to remove said equipment from the place of installation set forth herein without Lessor's prior written consent.

8. Time is of the essence in this Agreement, and no waiver by Lessor of any breach or default shall constitute a waiver of any other breach or default by Lessee or waiver of any of Lessor's rights. If any rental payment shall be unpaid more than ten (10) days after the due date thereof, Lessor shall have the right to add and collect a reasonable late charge not to exceed ten (10%) percent of the payment due, but in no event shall any late charge exceed an amount deemed in strict accordance with any state or Federal statute applicable thereto, together with other expenses necessarily incurred by reason of Lessee's default. If Lessee shall fail to pay any rental promptly when due, or if Lessee shall default in performance or fail to keep, perform or comply with the terms of this Agreement, such act or omission shall constitute a breach of this Agreement. Upon any such breach, Lessee agrees, upon written demand, to immediately deliver the leased equipment to Lessor in the manner set forth in Paragraph 14 hereinbelow, or at Lessor's option, upon written demand, to permit Lessor to enter the premises where the leased equipment is located and permit Lessor to obtain the possession of and remove the same without incurring any liability therefor. Lessee agrees that upon Lessee's breach of this Agreement, Lessee shall immediately pay to Lessor as liquidated damages the total amount of all lease payments for the full term of the lease, less the lease payments theretofore paid. Lessee further agrees that upon such breach Lessee shall immediately pay to Lessor such other charges, fees, and taxes as are chargeable to Lessee by the terms of this Agreement plus a reasonable attorney's fee for legal expenses which were necessitated by repossession of the leased equipment, enforcement of this Agreement or the breach thereof. If Lessee fails to return or effect the return of the leased equipment in as good a condition as received, normal wear and tear excepted, within ten (10) days of written demand therefor, Lessee shall in addition to the damages hereinabove set forth pay Lessor the then market value of like equipment in fit and marketable condition. Lessee further agrees that if it should appear that Lessee's ability to pay rentals promptly when due or to keep, perform or comply with the terms of this Agreement has become impaired, Lessor shall have the same rights and Lessee shall have the same duties and obligations as if Lessee had breached this Agreement.

9. For the purpose of this Agreement, any notices and demands required to be given shall be given to the parties in writing and by regular mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice.

10. Lessee, at its own cost and expense, shall keep all leased equipment in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required therefor. In the event, through no fault of Lessee, the property is accidentally destroyed or accidentally so substantially damaged as to render said equipment unusable, Lessor, may at its option, substitute like equipment or terminate this lease, upon termination of which, Lessor and Lessee shall have no further obligation under this Agreement.

11. Lessee shall obtain, at Lessee's expense, property damage insurance in an amount equal to the replacement value of the equipment, said insurance to cover against damage loss by and all customary risks and to be placed with an insurer satisfactory to Lessor. Said insurance policy will name Lessor as loss payee, as Lessor's interest may appear and shall contain a clause whereunder the insurer will give to Lessor not less than ten (10) days notice of any intention of cancellation. At Lessor's option, Lessee shall furnish to Lessor a Certificate of Insurance Carrier or other evidence satisfactory to Lessor that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine, such insurance or to advise Lessee in the event such insurance shall not comply with the requirements hereof.

12. Lessee agrees to pay to Lessor interest at the maximum rate permitted by law on all sums not paid by Lessee to Lessor when due and owing under the provisions of this lease from the date of such delinquency until paid. Lessor's rights and remedies in respect to any of the terms and conditions of this lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies in its favor. A waiver on any one occasion shall not be construed as a waiver on any other occasion. The invalidity of any clause(s) of this lease shall not affect the force and effect of the remaining valid clause(s) thereof, and said invalid clause(s) shall be deemed severed herefrom.

13. This Agreement is deemed to have been executed in Hennepin County, State of Minnesota, and shall be interpreted and governed by the laws of the State of Minnesota.

14. Upon expiration of the lease term, Lessee will immediately return the leased equipment in as good a condition as received, less normal wear, tear and depreciation to Lessor's branch office which is nearest to the place of installation or to such other reasonable place as is designated by Lessor. Such equipment shall be carefully crated, shipped freight prepaid and properly insured.

**THIS LEASE CANNOT BE CANCELLED**

## IDS LEASING CORPORATION

Page 1 of 1

## SCHEDULE 'A'

This schedule is to be attached to and becomes part of an Installment ~~Buyer, Mortgage or Lessee~~ ~~Security Agreement, Chattel Mortgage or Lease~~ dated May 22, 1972 between the undersigned and IDS Leasing Corporation or its Assignor.

(Strike out inapplicable references)

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.
1	<p>Vactor mounted on F. W. D Crane carrier with rail wheels</p> <p>Standard base Model 64-18-CC Carrier International 501 gas engine.</p> <p>Rail Adaption Kit.</p> <p>Cotta Full Reversing Transmission</p> <p>Set 10:00 x 20/12 Ply Tires rear wheels and 15:00 x 22.5/14 Ply Super Single Tires on front wheels</p> <p>Power Steering</p> <p>Custom Viking T-bar Seat (Bostrom)</p> <p>15M lb. cap from axle instead of 12M std. (ND-15)</p> <p>Set front wheel brakes</p> <p>Heavy duty oil bath air cleaner</p> <p>Set West Coast Mirrors</p>	64-188-CC	<p>C 80752</p> <p>129238</p>

This schedule is hereby verified as correct by the undersigned ~~Buyer, Mortgage or Lessee~~ who acknowledges receipt of a copy.

(Strike out inapplicable references)

~~Buyer, Mortgage or Lessee~~  
(Strike out inapplicable references)

Illinois Central Railroad Company (L. S.)

(Sign if individual, typed name if other than individual)

By A. L. Hanna (L. S.)

(Signature & title if not individual)  
VICE PRESIDENT AND CHIEF ENGINEER

## IDS LEASING CORPORATION

Page 1 of 1

## SCHEDULE 'A'

This schedule is to be attached to and becomes part of an Installment Sale Security Agreement, Chattel Mortgage or Lease dated May 22, 1972 between the undersigned and IDS Leasing Corporation or its Assignor.

(Strike out inapplicable references)

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.
1	<p>Vactor mounted on F. W. D Crane carrier with rail wheels</p> <p>Standard base Model 64-18-CC Carrier International 501 gas engine.</p> <p>Rail Adaption Kit.</p> <p>Cotta Full Reversing Transmission</p> <p>Set 10:00 x 20/12 Ply Tires rear wheels and 15:00 x 22.5/14 Ply Super Single Tires on front wheels</p> <p>Power Steering</p> <p>Custom Viking T-bar Seat (Bostrom)</p> <p>February 28 73 30M</p> <p>15M lb. cap from axle instead of 12M std. (ND-15)</p> <p>Set front wheel brakes</p> <p>Heavy duty oil bath air cleaner</p> <p>Set West Coast Mirrors</p>	64-188-CC	<p>C 00752</p> <p>129238</p>

This schedule is hereby verified as correct by the undersigned Buyer, Mortgagor or Lessee, who acknowledges receipt of a copy.

(Strike out inapplicable references)

Buyer, Mortgagor or Lessee

(Strike out inapplicable references)

Illinois Central (L. S.)

(Signature if Individual, typed name if other than Individual)

By (L. S.)

(Signature & title if not individual)  
VICE PRESIDENT AND CHIEF ENGINEER

### FWD CARRIER

Standard base Model 64-18-CC Carrier International 501  
gas engine.  
Rail Adaption Kit.  
Cotta Full Reversing Transmission  
Set 10:00 x 20/12 Ply Tires rear wheels and 15:00  
x 22.5/14 Ply Super Single Tires on front wheels  
Power Steering  
Custom Viking T-Bar Seat (Bostrom)  
15M lb. cap from axle instead of 12M std. (ND-15)  
Set front wheel brakes  
Heavy duty oil bath air cleaner  
Set West Coast Mirrors

### BODY

16.5 cubic yards minimum usable capacity. Body shall  
be constructed of 3" I beams spaced on 16" centers.  
Outer wall shall be no less than 10 gauge steel. Inner  
wall shall be no less than 12 gauge steel plug-welded  
to I beam. Floor to be 3/16" steel. Length shall be  
144" maximum and width shall not exceed 96" when travel-  
ing from basin to basin. Body drain shall be provided  
consisting of 5" I.C. wrought pipe with quick-opening  
valve and length of hose for release of liquid.

### METHOD OF LOADING

Loading from one inlet only, mounted in front section  
of the vacuum body and must allow the pickup hose to  
rotate a full 120° allowing cleaning directly in front  
of the truck. Debris will be deposited directly into  
the vacuum box without going through the fan.

### BODY FRAME

The body and frame assembly shall be designed and  
built for loads required as per body capacity.

### DISCHARGE DOOR

One piece minimum width 90" with internal reinforcing.  
It shall be completely air and water tight with top  
hinges attached to the door. Rubber seal retainer shall  
be externally attached to the sides. Door release to  
be remote controlled, hydraulic actuated.

— AHS  
**EXHIBIT A**

### DUST CONTROL

Centrifugal separating system capable of removing dust particles larger than 50 microns in diameter.

### HYDRAULIC BOOM

Hydraulic lift cylinders shall be used to activate boom. Provide remote control to operate boom at pickup hose by means of pushbutton control station by cable to power unit.

### BODY HOIST

Hydraulic cylinder type minimum dump angle of 50°. Hoist to be rated to a minimum capacity of 17 tons. Pump control to be mounted in cab. Hydraulic systems to be furnished with pressure relief valve.

### PICKUP HOSE

Shall be 8" in diameter and 15½ ft. in length. The upper 7½ ft. shall be wire reinforced rubber hose. The ends to be secured by 8" flanges and collars. The lower 5½ ft. to be steel flexible hose. One quick adjusting circular handle shall be provided.

### CATCH BASIN CLEANING WATER SYSTEM

The high pressure piston type pump and independent water supply tank furnished for the rodding system will be used. A minimum of 20 gallons per minute at 600 PSI must be available at the nozzle. A quick disconnect coupling shall be furnished with hose and pistol grip nozzle. Hose will be capable of delivering water to the area served by the catch basin cleaner intake nozzle and to the inside of vacuum box for cleaning.

### ENGINE

Compressor to be driven through step-up transmission by clutch equipped UR 450 International Gas power unit.

### VACUUM METHOD

Vacuum will be furnished by a centrifugal compressor. The centrifugal compressor shall be a two-stage unit with 38" diameter wheels. The fan blades are to be of anodized cast aluminum. The compressor housing is to be spun from one piece ¼" steel. The compressor shall be capable of delivering air at the rate of 2500 CFM at an operating pressure of 170" of water at 3500 RPM.

✓  
ALS  
**EXHIBIT A**

### ADDITIONAL WATER SUPPLY TANK

A water tank separate from the vacuum body with a minimum of 1,500 gallon capacity shall be furnished. The tank will have a filler hose with shutoff valve, overflow provisions and water level gauge attached.

### HIGH PRESSURE JET RODDER PUMP

A piston type pump will be furnished which will deliver a minimum of 50 gallons of water per minute against an operating pressure of 2,000 lbs. per square inch. A system shall be provided to vary flow from 0 to 50 gallons of water per minute by the operator at the controls mounted on the front of the truck. Controls will be furnished whereby the operator can start and stop the pump at will from the control panel at the front of the truck without changing the speed of the driving engine. The water side of the pump shall have all surfaces in contact with water manufactured from one of the following materials: hard chrome, stainless steel, polyurethane, teflon, rubber or high strength gray iron. Relief valves which can be adjusted to any desired pressure setting for water delivery will also be furnished.

### JET RODDER HOSE REEL ASSEMBLY

A hose reel assembly will be mounted on an independent frame which can be removed from brackets attached permanently to the main truck frame members. Quick disconnects and bolts will hold this attached to the front of the truck with a minimum requirement of connections. The reel assembly must be such that its removal would normally be handled in less than one hour. If mounted on a tilt cab truck, it must be so constructed to tip forward in order to tilt the cab forward to gain access to the truck engine. It will be a minimum of 30 inches in diameter on the inside of the reel. The hose reel will be power driven both forward and reverse by a hydraulic motor with the controls for operating the motor incorporating a flow control device to regulate the rotational speed of the reel in both direction. All controls for operating the rodder itself will be mounted on this reel and a swivel joint will be incorporated between the water pump and reel. The reel capacity must be a minimum of 600 feet of 1 inch diameter hose and the hose must be capable of operating at 2,000 PSI with a 5,000 lb. burst pressure. The hose itself will be a one piece, 400 ft. length, polyurethane type hose with re-usable couplings. A minimum of two nozzles will be furnished made from a tool steel hardened to 50 Rockwell-C hardness. The necessary tools such as shoes for guiding the hose into the drainage line, hand guns, etc. will be furnished.

ALS  
**EXHIBIT A**



### LIGHTS

Clearance lights and reflectors as approved by ICC.

### EXTRA EQUIPMENT

100' additional 1" rodder hose  
1 - 8" x 7½' aluminum pipe  
1 - 8" x 5' aluminum pipe  
1 - 8" x 3' aluminum pipe  
5 - C-8 - 8" quick clamps

### TRAINING OF OPERATOR

Myers Sherman Company will factory train one employee either at the factory or by sending a factory representative to the job site.

### PARTS MANUALS

Vendor shall furnish a complete parts list and service manual within 15 days of final delivery.

### STATE LAW

In order to comply with the various State Laws and to move over the Highways, without permits, the unit will not exceed the following weights:

Gross Vehicle Weight	42,000 pounds
Gross Front Axle Weight	15,000 pounds
Gross Rear Tandem Axle Weight	27,000 pounds

### WARRANTY

The equipment will be carefully tested and inspected before shipment, and Myers-Sherman warranty that all equipment shall be free from defects in material or workmanship. This is accordance with Myers-Sherman Standard Warranty.

ALS

**EXHIBIT A**